

NORTH ZUMBRO SANITARY DISTRICT
Joint Powers Executive Committee Regular Meeting
October 2nd, 2024
11:00 A.M.
Zumbrota City Council Chambers
Zumbrota, MN

I. CALL TO ORDER

II. ROLL CALL

TB___ EH___ MB___ BG___

JM___ TR___ SO___ MO___

BA___ CB___ RS___

III. ADOPT AGENDA _____

***CONSENT AGENDA _____**

ALL ITEMS LISTED WITH AN ASTERISK (*) ARE CONSIDERED ROUTINE OR NON-CONTROVERSIAL BY THE EXECUTIVE COMMITTEE AND WILL BE APPROVED BY ONE MOTION. THERE WILL BE NO SEPARATE DISCUSSION ON THESE ITEMS UNLESS A DIRECTOR OR ENGINEER SO REQUESTS, IN WHICH CASE THE ITEM WILL BE REMOVED FROM THE CONSENT AGENDA AND BE CONSIDERED IN ITS NORMAL SEQUENCE ON THE AGENDA.

***A) Executive Committee Minutes = 9/4/2024**

***B) Bills-Accounts Payable 8/24/2024 – 9/20/2024**

1. WHKS Invoice #52364 for \$52,665.49

***C) PFA Disbursement Request Form**

IV. PUBLIC COMMENTS

INDIVIDUALS MAY ADDRESS THE EXECUTIVE BOARD ABOUT ANY ITEM OF CONCERN. SPEAKERS MUST STATE THEIR NAME AND LIMIT THEIR REMARKS TO FIVE MINUTES. GENERALLY,

THE EXECUTIVE BOARD WILL NOT TAKE OFFICIAL ACTION ON THESE ITEMS BUT MAY REFER THE MATTER TO STAFF FOR A FUTURE REPORT OR DIRECT THAT THE MATTER BE SCHEDULED FOR A FUTURE MEETING AGENDA.

V. OLD BUSINESS

- A) Land Purchase Agreement Action Items**
 - a. PFA Status on Funds**
 - b. Closing Date and Extension**
 - c. Final Plat and Annexation Update**
- B) Bonding Bill Update**
- C) Website Update**
- D) Facility Plan Updates**

VI. NEW BUSINESS

- A) Amendment No. 1 for Additional Environmental and Archeological Services**

VII. ADJOURN

Time: _____ Motion: _____ Second: _____

**NORTH ZUMBRO SANITARY DISTRICT
Joint Powers Executive Committee Meeting
Wednesday, September 4, 2024 11:00 A.M.
Zumbrota City Council Chambers
Zumbrota, MN**

CALL TO ORDER: Chair Elizabeth Howard.

PRESENT: Executive Committee Directors: Terri Buck – Goodhue Brian Grudem - Zumbrota
Elizabeth Howard – Pine Island, and Michael Boulton – Wanamingo
Executive Committee Alternate Directors: Todd Roberts – Pine Island, and Jason Mandelkow -
Goodhue

ABSENT: Executive Committee Alternate Directors: Michael Olson – Zumbrota and Stuart Ohr -
Wanamingo

ALSO PRESENT: Bill Angerman – WHKS, Glenn Gustafson – WHKS, Craig Britton – Widseth, Reese
Sudtelgte – ISG, and Brandon Theobald - WHKS.

ADOPT AGENDA: Boulton motioned to approve, seconded by Grudem. Passed 4-0-0.

CONSENT AGENDA: Buck motioned to approve, Seconded by Grudem. Consent Agenda Items include:
August 7, 2024 Executive Committee Meeting Minutes, WHKS Invoices for \$60,053.89, and PFA
Disbursement Request Form. Howard stated that the PFA Disbursement Request Form was included to show
the Executive Committee the application process to obtain the funds and the available balance remaining of the
\$10 million State Capital Grant. Passed 4-0-0.

PUBLIC COMMENTS: None

OLD BUSINESS:

Land Purchase Agreement

Appraisal Need – Howard stated that she has been working with Minnesota PFA to find out what is
needed to access the grant funds to purchase the land. The purchase agreement and legal opinion have
been sent to the MN PFA. Initially the MN PFA requested an appraisal. The land purchase is unique
enough that an appraisal would be difficult because it is bare farmland. Drew took over for Anita at MN
PFA. MN PFA now requests that the stated reasoning for purchasing the specific land be put into
writing. It would include this land being the first choice, just outside of City limits, contiguous, works
with current land use for zoning purposes, and is the most cost effective to limit addition costs in piping.
Angerman stated that the industrial park land had some secondary consideration for location. The owner
of the land is asking for \$30,000 per acre. The City of Zumbrota has documentation on the cost per acre
that could be included in the written documentation to the MN PFA. Britton stated that the written
reasoning would be due by Friday September 6th. Britton and Gustafson would work on the response
and submit to MN PFA by Friday September 6th.

Closing Date and Extension - The Land Purchase agreement extension ends on September 13, 2024.
There is an option to extend the agreement by 60 days to November 11, 2024. Grudem moved to
approve the land purchase agreement extension of 60 days to November 11, 2024, seconded by Buck. It

was agreed that the NZSSD may only need a few extra days to work with MN PFA to obtain final approval to access the funds. Passed 4-0-0.

Final Plat Public Hearing and Annexation – Gustafson stated that the final plat had been submitted to the County surveyor. There were a couple of minor changes that have been completed and resubmitted. Should have final approval later today from the County. Angerman stated that the City of Zumbrota would be billing NZSSD for the plat fees. Annexation has been completed and filed with the State.

Bonding Bill Update – Grudem stated that the proposed lobbyist contract with Winthrop & Weinstine would run from 9/12/2024-5/31/2025. The price is the same as the last contract, \$36,750. Boulton moved to approve the 2024-2025 lobbyist contract with Winthrop & Weinstine contingent upon all four City Council approvals, seconded by Buck. Boulton stated that he would revise the sample resolution from last year and send it to all the City Administrators to be included for considered for approval in September. Passed 4-0-0. Grudem stated that Winthrop & Weinstine would send the contracts to each of the Cities to be signed after the resolutions are approved.

Website and Logo Update – Britton stated that there are no new updates for the North Zumbro Sanitary District website. However, Britton has sent over content to the website developers to start creating. Next month should have a template website to review. The North Zumbro Sanitary District letterhead and envelopes will include the City of Pine Island address, PO Box 280 Pine Island, MN 55963.

Facility Plan MPCA Comments for Pine Island and Goodhue – Gustafson stated that all plans, including comments from each of the four communities' facility plans, has been submitted to the MPCA. Corey Hauer of the MPCA should approve the facilities plans within the coming days. Design team will start working on (pre) design of the facility.

Angerman and Britton stated that the next step on the Environmental Assessment Worksheet (EAW) is the air emissions predictions. A consultant will be hired in the coming month. This would be paid for out the \$500,000 miscellaneous expenses.

NEW BUSINESS:

*The next meeting will be October 2, 2024 at 11:00AM.

Adjourn: At 11:21AM a motion to adjourn was made by Buck and seconded by Grudem. Passed 4-0-0.

Signed:

Attest:

Elizabeth Howard, Chair

Michael Boulton, Secretary



September 30, 2024
Project No: 09870.00
Invoice No: 52364

Elizabeth Howard
Executive Committee Chair
North Zumbro Joint Powers Sanitary Sewer District
250 South Main Street
Pine Island, MN 55963

Project 09870.00 North Zumbro Joint WWTF and Conveyance

Professional Engineering Services from August 24, 2024 through September 20, 2024

Phase 011 Project Management and Administration
Technical Services 11,643.20

Total this Phase \$11,643.20

Phase 012 Project Kickoff Meeting
Technical Services 2,919.49

Total this Phase \$2,919.49

Phase 013 Executive Committee Meetings
Technical Services 1,798.26

Unit Billing

Co Vehicle Mileage
36.85

Total this Phase \$1,835.11

Phase 021 Prepare Anti-Degradation Report
Technical Services 529.28

Total this Phase \$529.28

Phase 023 Zumbrota/District Facilities Plan
Technical Services 5,017.28

Total this Phase \$5,017.28

Phase 024 Wanamingo Facilities Plan
Technical Services 1,058.56

Total this Phase \$1,058.56

Phase 041 Main Site Topo Survey
Technical Services 268.78

Total this Phase \$268.78

Phase 042 Lift Stations and Forcemains Topo Survey

Project	09870.00	North Zumbro Joint WWTF and Conveyance	Invoice	52364
Technical Services				537.56
Total this Phase				\$537.56
Phase	051	Main Facility Land Acquisition Assistanc		
Technical Services				2,533.48
Reimbursable Expenses				
Reproduction			674.43	
Total Reimbursables			674.43	674.43
Total this Phase				\$3,207.91
Phase	071	Process Preliminary Design - WHKS Lead		
Technical Services				21,532.64
Total this Phase				\$21,532.64
Phase	093	Wanamingo Lift Station Prelim. Design		
Technical Services				691.20
Total this Phase				\$691.20
Phase	102	Zumbrota Conveyance Preliminary Design		
Technical Services				2,126.08
Total this Phase				\$2,126.08
Phase	103	Wanamingo Force Main Preliminary Design		
Technical Services				1,298.40
Total this Phase				\$1,298.40
Billing Limits		Current	Prior	To-Date
Total Billings		52,665.49	1,206,270.23	1,258,935.72
Limit				8,500,000.00
Remaining				7,241,064.28
Total this Invoice				\$52,665.49
Billings to Date				
	Current	Prior	Total	
Labor	51,954.21	718,331.00	770,285.21	
Consultant	0.00	484,988.95	484,988.95	
Expense	674.43	1,928.25	2,602.68	
Expense - Unit	36.85	1,022.03	1,058.88	
Totals	52,665.49	1,206,270.23	1,258,935.72	

Water Infrastructure Project Disbursement Request Form

Recipient - Contract ID: **North Zumbro SSD_SPAP_01**

Project Title: North Zumbro Sanitary District Project

Disbursement request details:

Request Number: **4**

Amount: **\$60,053.89**

notes:

Prepared by:

Elizabeth R. Howard

Authorized
by:

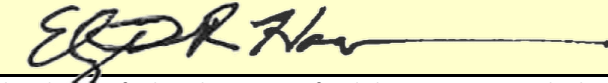
Name (print)

Elizabeth R. Howard

Title/phone

City Administrator - 507-356-4591 ext. 9

Sign/date



09/16/24

I hereby certify that this request for disbursement is, to the best of my knowledge and belief, true and accurate and made in accordance with the conditions of the project agreement, and that I am authorized to request disbursements on behalf of the recipient.

MPFA approvals:

MPFA Loan Officer	date	MPFA Executive Director	date
#N/A			

The remainder of this form is reserved for MPFA Disbursement Coding.

The Note for this project is: **N/A-grant only**

Loan Officer - please check this box IFF this is the final request on this project:

☐

MN Public Facilities Authority - Water Infrastructure Project Disbursement Request Form

Instructions

Disbursement requests must be received by PFA no later than the 15th of each month in order to be paid during that month. Generally, disbursements will be processed on the Wed following the 4th Tue. Recipients are advised to include a provision in their contracts specifying contractor deadlines for invoice submittal, so that local approval can be coordinated with the PFA disbursement schedule.

To request funds, an authorized official of the recipient entity must sign a completed Project Disbursement Request Form, to be submitted by mail, e-mail or fax (**ONLY ONE**) to your MPFA loan officer. Copies of invoices and supporting documents must be submitted with the request. Retain a copy of the request and all documentation for your files.

The request form contains a certification. Each certification relates to the request and related back-up for expenditures, as to accuracy and compliance with agreement conditions.

In addition, if the PFA project funding includes or may include federal monies, the certification also includes language regarding labor standards compliance. U. S. Department of Labor Davis Bacon regulations at 29CFR 5.5(a)(1) require that covered employees are properly paid the full amount of required wages and fringes, that workers are compensated for the type of work being performed according to the classification, and additional classifications, if needed, were sought and employees paid the approved rate. For full text of 29 CFR 5.5(a)(1) see hyperlink below:

[29 CFR 5.5\(a\)\(1\)](http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&rgn=div5&view=text&node=29:1.1.1.1.6&idno=29#29:1.1.1.1.6.1.27.4)

<-- this is the hyperlink; below is the full web url:

<http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&rgn=div5&view=text&node=29:1.1.1.1.6&idno=29#29:1.1.1.1.6.1.27.4>

If the Recipient has hired a consulting engineer or other consultant for labor standards compliance, obtain a signed and dated certification from that entity that states "To the best of our knowledge, the certified payroll records received in connection with invoice number (identify number) from (identify contractor(s)) are in compliance with the U.S. Department of Labor prevailing wage requirements of 29 CFR 5.5(a)(1)." Keep the signed certifications on file with the disbursement request.

The *Summary of Project Costs* form may be useful to track project costs through the disbursement phase. Please submit this form with the Disbursement Request Form and supporting documents.

Submit completed and signed the Project Disbursement Request Form and all supporting invoices and other documentation, by **ONLY ONE** of the following methods:

mail: Minnesota Public Facilities Authority
#N/A
332 Minnesota Street, W820
1st National Bank Building
Saint Paul, MN 55101-1378

OR e-mail: [#N/A](#)

OR fax: 651-296-8833

MN Public Facilities Authority

Project Disbursement Request - Summary of Project Costs

Recipient - Contract ID: **North Zumbro SSD_SPAP_01**

SPAP:	MPFA-SPAP-G-061-FY24	\$	10,000,000
			\$ 10,000,000

note to recipient: complete the yellow-highlighted boxes below for each request:

The costs detailed below relate to **Project Disbursement Request #:**

4

Cost descriptions

Amounts

A.	Non-Construction:	Engineering	\$ 60,053.89
		Legal/Finance	\$ -
		Administration	\$ -
		Other	\$ -
		Total Non-Construction	\$ 60,053.89
		<u>Clean Water...</u>	<u>Drinking Water...</u>
B.	Construction:	Treatment Facilities	\$ -
		Collector Systems	\$ -
		Interceptor	\$ -
		Lift Station	\$ -
		Equipment	\$ -
		Other	\$ -
		Total Construction	\$ -
C.	Total disbursement request (A + B):		\$ 60,053.89
D.	Total of previous requests submitted to PFA ** (see pg 2 for detail):		\$ 1,136,846.11
E.	Total requested to date (C + D):		\$ 1,196,900.00
F.	Original award total from above:		\$ 10,000,000.00
G.	Remaining un-drawn balance (F – E):		\$ 8,803,100.00

Notes:

page 2 may be used by the recipient for tracking past disbursement requests on this project

** History of payment requests submitted to PFA:

Req #	Dated	Notes	\$ amount Requested	\$ amount Paid by PFA
1	05/16/24		\$ 894,082.89	\$ 894,082.89
2	06/11/24		\$ 97,365.45	\$ 97,365.45
3	08/14/24		\$ 145,397.77	\$ 145,397.77
4	09/16/24		\$ 60,053.89	
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36				
<i>total requested / paid prior to this request:</i>			<u>\$ 1,196,900.00</u>	<u>\$ 1,136,846.11</u>



AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT

WHEREAS, **North Zumbro Sanitary Sewer District** (Client) and WHKS & Co. (WHKS) executed a Professional Services Agreement dated **November 1, 2023** for certain engineering services for **North Zumbro Sanitary Sewer District Preliminary Design** (Project), and

WHEREAS, the Agreement described a scope of services and was based on completion of certain services, and

WHEREAS, the Client has requested **additional environmental assistance** services for the **Zumbro Sanitary Sewer District Preliminary Design** as described in more detail in attached Subconsultant Amendment No. 1.

NOW THEREFORE, the Client and WHKS hereby agree the amended compensation for services shall be increased by the following:

Basis of Compensation

For the services described above, the Client shall remunerate WHKS as follows:

Attached Subconsultant Amendment No. 1 - Lump Sum Fee of \$138,950 which includes an administrative charge of 2 percent.

Executed this _____ day of October 2, 2024

North Zumbro Sanitary Sewer District **WHKS & co.**

By: _____

Printed Name: Elizabeth R. Howard

Title: City Administrator

By: _____

Printed Name: William Angerman, P.E.

Title: Exec. Vice President, COO

AMENDMENT NO. 1 TO STANDARD AGREEMENT FOR SUBCONSULTANT SERVICES TO WHKS & CO.

WHKS PROJECT NUMBER: **09870.00**

PROJECT NAME: **North Zumbro Sanitary Sewer District Preliminary Design**

SUBCONSULTANT: **Widseth Smith Nolting and Associates, Inc.**
216 South Main Street
PO Box 458
Crookston, MN 56716-0458

WHKS & Co. (WHKS) has entered into a written PROFESSIONAL SERVICES AGREEMENT (PRIME AGREEMENT) with **North Zumbro Sanitary Sewer District** (CLIENT) providing consultant services for **wastewater conveyance and treatment**. AMENDMENT NO. 1 is incorporated into this AGREEMENT, in its entirety. SUBCONSULTANT acknowledges receipt of copy of AMENDMENT NO. 1

The following attachments are hereby made a part of this AGREEMENT: Attachment A, Scope of Services for Air Quality Environmental Worksheet Assistance and Attachment B, Scope of Services for Archaeological Survey.

SCOPE OF SERVICES: SUBCONSULTANT will perform services as outlined in Attachment A and Attachment B and as summarized below.

Air Quality Environmental Worksheet Assistance (Attachment A)

Widseth's scope of services for the North Zumbro Sanitary Sewer District's Preliminary Design included the preparation of an Environmental Assessment Worksheet (EAW). Upon review of the EAW requirements and discussions with the MPCA, a thorough evaluation of the air quality impacts is necessary. Widseth requested a proposal from Stantec to evaluate the air quality impacts (Attachment A). A summary of the tasks to be performed include:

1. Identify Information Needs
2. Calculate Potential and Actual Emissions
3. Evaluate Air Permit Applicability
4. Prepare a Technical Memorandum of the Assessment and MPCA Forms
5. Complete Refined Air Dispersion Modeling
6. Complete an Air Emissions Risk Analysis

This information will be incorporated into the Environmental Assessment Worksheet for the Project.

Archaeological Survey (Attachment B)

Widseth's scope of services for preparation of the EAW included an Archaeological Survey. The original proposal estimated a fee of \$20,000 for an archaeological survey. During consultation with the State Historic Preservation Office (SHPO) the full scope of the Archaeological Survey necessary for the EAW was defined. Widseth requested a proposal from Stantec for the Phase I Archaeological Survey (Attachment B). The survey will include the following:

1. Identify archaeological resources within the Project area that are at least 45 years of age.
2. Document the horizontal and vertical extent of identified archaeological resources.
3. Provide preliminary recommendations regarding NRHP eligibility for identified archaeological sites in accordance with the criteria specified in 36 CFR 60.4.
4. Complete Minnesota SHPO archaeological site forms for identified sites.
5. Assess the Project's potential impacts on historic properties listed in, eligible for, or recommended eligible for the NRHP, pursuant to 36 CFR 800.5.

This information will be incorporated into the Environmental Assessment Worksheet.

SCOPE OF SERVICES: SUBCONSULTANT will provide various engineering services as outlined in the PRIME AGREEMENT AND AMENDMENT(s). Individual Work Orders will be scoped to identify specific services. WHKS will coordinate Work Order development with the SUBCONSULTANT.

COMPENSATION: SUBCONSULTANT'S cost for the Air Quality Environmental Worksheet Assistance shall not exceed **\$95,800** (including expenses) without written approval of WHKS and concurrence by CLIENT.

COMPENSATION: The original agreement included an estimated fee of \$20,000 for a Phase I Archaeological Survey. SUBCONSULTANT'S cost for the full Phase I Archaeological Survey shall not exceed an additional **\$40,425** (including expenses), without written approval of WHKS and concurrence by CLIENT.

COMPENSATION: SUBCONSULTANT'S cost, which includes the original agreement amount of \$2,772,000 and Amendment 1 amount of **\$136,225**, shall not exceed **\$2,908,225** (including expenses) without written approval of WHKS and concurrence by CLIENT. See PRIME AGREEMENT for details.

PROJECT SCHEDULE: As described in the PRIME AGREEMENT and AMENDMENT(s) and may be modified only with written approval and concurrence by CLIENT and WHKS.

WHKS RESPONSIBILITIES:

- Perform as Liaison to CLIENT.
- Provide professional, technical and administrative services described in PRIME AGREEMENT.

SUBCONSULTANT RESPONSIBILITIES:

- Maintain professional liability insurance (\$2,000,000 each claim and \$4,000,000 aggregate) throughout the duration of the project and for a period of three (3) years after completion of the project.
- Send WHKS a copy of the professional liability insurance certificate (on the renewal date) throughout the duration of the project as well as three (3) years after completion of the project.

**WIDSETH SMITH NOLTING
and ASSOCIATES, INC.**

WHKS & co.

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



**ATTACHMENT A
SCOPE OF SERVICES**

**SUBCONSULTANT PROPOSAL
AIR QUALITY ENVIRONMENTAL WORKSHEET ASSISTANCE
(STANTEC)**



Stantec Consulting Services Inc.
One Carlson Parkway, Suite 100
Plymouth, MN 55447

June 6, 2024

Attention: Dan McInnis, Ph.D
Environmental Scientist
Widseth Smith Nolting & Assoc., Inc.
610 Fillmore Street
Alexandria, MN 56308

Dear Dan,

Reference: Air Quality Environmental Assessment Worksheet Assistance Proposal for North Zumbro Sanitary District Wastewater Treatment Plant

As requested, Stantec Consulting Services Inc. (Stantec) is pleased to submit this proposal to provide air permitting assistance for the proposed North Zumbro Sanitary District (District) Wastewater Treatment Plant (WWTP) to be located in Zumbrota, MN. The regional system that is currently envisioned comprises a single WWTP located in Zumbrota with pumping stations located in Goodhue, Wanamingo and Pine Island that would transport (pump) their wastewater to the new Zumbrota WWTP. This letter describes the tasks and associated costs for Stantec to complete an air emissions permitting assessment, air dispersion modeling, and an air emissions risk analysis (AERA) in support of the Environmental Assessment Worksheet (EAW).

By selecting Stantec, Widseth Smith Nolting & Assoc., Inc. (Widseth) and the project team will enjoy:

Practical Solutions. Our staff includes engineers and scientists with significant regulatory agency experience. As a result, our team is skilled at agency negotiation. Our permitting and modeling staff receive ongoing training to stay abreast of developments at the state and federal levels. We maintain an extensive library of computer models and industry-leading supporting software programs. Our clients rely on our ability to prepare permit applications and compliance plans designed for practical implementation.

Effective Strategies. Stantec's skilled team for human health risk assessments identifies solutions to problems related to human health risk. We are adept at estimating the nature and probability of adverse health effects in humans who may be exposed to chemicals in contaminated environmental media. We have the knowledge and experience to carry out these complex analyses. Our team has completed Human Health Risk Assessments (HHRAs) for a variety of clients in EPA Region 5. The relationship between the Stantec team and regulators, as well as the experience and relationships built during discussions surrounding the Minnesota Pollution Control Agency (MPCA) and EPA's objectives, will help Stantec provide efficient and effective work planning strategies.

Extensive Industry Knowledge. Stantec's air quality team members have led the preparation of air quality and cumulative impact analyses for numerous expanded and new wastewater treatment facilities since the late 1990s. Clients served include, but are not limited to, Metropolitan Council Environmental Services WWTPs, City of Otsego, and Western Lake Superior Sanitary District. Our extensive experience and knowledge of air emissions permitting, air dispersion modeling, and AERAs for WWTPs projects helps Stantec provide creative solutions to our clients.

Reference: Air Quality Environmental Assessment Worksheet Assistance Proposal for North Zumbro Sanitary District Wastewater Treatment Plant

Project Background

Widseth is completing an EAW for the North Zumbro Sanitary District WWTP to be located in Zumbrota, MN, and the MPCA is the Responsible Governmental Unit (RGU). Widseth would like assistance with determining if the proposed WWTP will require an air permit under state and federal air permitting regulations in addition to completing an air dispersion modeling analysis and AERA to support the EAW.

It is Stantec's understanding based on information provided by Widseth that potential emission sources and insignificant activities at the proposed WWTP are expected to include:

- Liquid wastewater treatment,
- An emergency diesel generator engine, and
- Less than twelve (12) natural gas heaters/boilers.

Anticipated Scope of Work

Stantec will complete an air permit assessment to determine the applicability of state and federal air permit regulations. Stantec will also complete air dispersion modeling using AERMOD and an AERA to support the EAW as required by MPCA for other recent WWTP projects, which did not require an air emissions permit. The task structure is as follows:

Task	Task Description
1	Identify Information Needs
2	Calculate Potential and Projected Actual Emissions
3	Evaluate Air Permit Applicability
4	Prepare a Technical Memorandum of the Assessment and MPCA Forms
5	Complete Air Dispersion Modeling
6	Complete an AERA
7	EAW Assistance

Stantec will complete an air emissions permitting assessment and provide a memorandum describing the results of the assessment, detailing any air permit requirements that may result. If at any time during this assessment it is determined that a permit will be required for the facility, Stantec will stop the assessment process and communicate the need for a permit. If a permit is required, Stantec will provide a new proposal and proposed budget for the air permit application process.

Task 1 Identify Information Needs

Stantec will review the project description and design plans to identify sources of air pollutant emissions, including for criteria pollutants, hazardous air pollutants (HAPs), and other air toxics. Stantec will provide Widseth with a list of information needs based on the review and attend a project kick-off meeting with Widseth and the design team to review the list and strategies for assisting with the air emissions analyses to ensure alignment. Information to be obtained will include, but is not limited to, equipment specifications, maximum design capacity/throughput information for emission sources, and projected actual annual operating data for emission sources, such as fuel use or hours of operation.

Reference: Air Quality Environmental Assessment Worksheet Assistance Proposal for North Zumbro Sanitary District Wastewater Treatment Plant

Task 2 Calculate Potential and Actual Emissions

Stantec will complete calculations of potential and, if needed, projected actual air emissions from proposed emission sources. Stantec will perform the emission calculations using information obtained from Task 1, the latest US Environmental Protection Agency (USEPA) approved emission factors, mass balances, and, if needed/available, manufacturer information. Stantec assumes that volatile organic compounds (VOC) and hazardous air pollutant (HAP) contents in any applicable materials will be readily available via the Safety Data Sheets.

Task 3 Evaluate Air Permit Applicability

Stantec will evaluate the calculated emissions with respect to State and Federal Air Permitting Thresholds to determine what permit requirements, if any, will apply to the stationary source. Stantec will review the WWTP based on the definition of a single “stationary source” in air quality permitting rules and USEPA guidance. This evaluation will also include a review of applicable National Emissions Standards for Hazardous Air Pollutants (NESHAP) and New Source Performance Standards (NSPS), which may also apply to the operations.

Task 4 Prepare a Technical Memorandum of the Assessment and MPCA Forms

If a permit is not required, Stantec will prepare a Technical Memorandum detailing the results of the assessment. This assessment will summarize the calculated emissions and list the reasons an air permit is not required. We will also prepare corresponding MPCA forms for the City of Otsego to submit an applicability determination request. The forms are expected to include MPCA’s SCP-01, CH-16, and GI-01 based on our experience with requests for other project EAWs. We will provide the draft forms for Widseth and the design team to review. After Widseth/team review, we will address comments in the final forms and provide them to Widseth for the City of Otsego to sign and submit to MPCA. The MPCA fee for the applicability determination is not included in Stantec’s scope or budget.

If at any time during this assessment it is determined that a permit will be required for the facility, Stantec will stop the assessment process and communicate the need for a permit. If a permit is required, Stantec will provide a new proposal and proposed budget for the permit application process.

Task 5 Complete Refined Air Dispersion Modeling

Stantec will conduct computer air dispersion modeling using the AERMOD model to support the ambient air quality analyses for National Ambient Air Quality Standards (NAAQS) and Minnesota Ambient Air Quality Standards (MAAQS). MPCA’s EAW guidance requires the project emissions to be evaluated first to determine which pollutants require additional assessment. We assume the proposed emergency generator engines will not be required to be modeled, because the generator will not be used for peak shaving. If modeled impacts are below the Significant Impact Levels (SIL) for the project and the ambient background concentration plus the applicable SIL is less than 90 percent of the NAAQS/MAAQS, MPCA’s September 2023 EAW air assessment guidance does not require additional modeling analyses. MPCA currently requires source emissions and exhaust parameters be provided in three different formats for modeling protocols and modeling reports: data entry into the e-services system, modeling files, as well the supporting modeling parameters and supporting emission calculation spreadsheets. For an initial budget estimate, we assume that the SIL analysis will pass for all pollutants and no nearby source analysis or cumulative impact

Reference: Air Quality Environmental Assessment Worksheet Assistance Proposal for North Zumbro Sanitary District Wastewater Treatment Plant

analysis would be required. If Stantec determines the project will not pass the SIL analysis, Stantec will provide a new proposal and proposed budget for refined modeling.

We will follow MPCA's current work practices for building representation and receptor spacing, placement and elevations. It is assumed no more than 12 buildings or structures will be located at the site, which will be required to be included in the modeling. The MPCA guidance includes receptors at a 10-meter spacing on the ambient air boundary, and then spacings that increase with the distance from the facility. MPCA requires receptors out to a 50 km distance.

We will identify the most representative meteorological data site from MPCA's Meteorological Site Selection Tool (MSST). The MSST results will be discussed qualitatively in the modeling submittal. It is assumed that pre-processed meteorological data will be available from MPCA.

Stantec will provide draft submittals for Widseth for review and address any Widseth and/or design team comments. As applicable, an e-Services protocol will be transmitted on-line by Stantec for certification by the District. We will use MPCA's applicable modeling forms or online e-Services website and will provide text descriptions where helpful in the protocol and modeling report. In addition, Stantec will prepare a summary of the modeling analysis in the draft EAW.

Air dispersion modeling will be updated to support the AERA as well. See Task 7 for details of the AERA.

Task 6 Complete an AERA

Stantec will complete the AERA for applicable air toxics. We assume that all the project-related air toxic and criteria pollutants will be evaluated using MPCA's most recent version of the Risk Assessment Screening Spreadsheet (RASS) and that refined risk assessment modeling will not be necessary. AERMOD and the modeling protocol will be set up for these pollutants and the applicable AERA forms and figures will be included with the modeling protocol. Dispersion factors to use in the RASS will be generated using the criteria pollutant model setup. Our analysis includes one modeling iteration to demonstrate compliance with the MPCA Health Benchmarks. The final AERA report will be provided as part of the air dispersion modeling report to Widseth for incorporation into the EAW submittal to MPCA. We assume that MPCA will provide comments on the AERA, but that additional modeling iterations will not be required. Responding to comments from MPCA will be completed as part of Task 7 below. For this task, we assume one revised AERA report to Widseth for incorporation into the EAW and submittal to MPCA. Specific tasks may include:

- Obtain and review data related to the project area, including land use, zoning, locations of nearby sensitive receptors (e.g., hospitals, day cares), population density, farms, and fishable water bodies.
- Prepare revised emission calculations for applicable air toxics.
- Complete the RASS using AERMOD dispersion modeling results for generic air toxics and short- and long-term potential emissions.
- Perform dispersion modeling iterations to reach an acceptable scenario for Widseth and the City that would meet MPCA's requirements.
- Draft the AERA Report which would be an appendix to the EAW, as well as a summary for inclusion in the EAW.

We assume a Q/Chi modeling approach or Human Health Risk Assessment Protocol (HHRAP) to demonstrate compliance with the MPCA Health Benchmarks will not be necessary based on other recent similar sized WWTP projects.

Reference: Air Quality Environmental Assessment Worksheet Assistance Proposal for North Zumbro Sanitary District Wastewater Treatment Plant

Task 7 EAW Assistance

After the completion of the air permit assessment, air dispersion modeling, and AERA, Stantec will assist Widseth with preparing the air quality and cumulative impact sections of the EAW. We understand Widseth will be preparing greenhouse gas, life-cycle analysis, and climate adaptation sections of the EAW.

After the completion of the refined modeling analysis and AERA, Stantec will be available to respond to questions and comments from the MPCA concerning the analyses. Stantec will complete one supplemental information request from the MPCA, if necessary. For budgetary purposes, we've assumed up to approximately 12 hours of post assessment assistance.

Estimated Schedule

Stantec will complete the tasks identified in this proposal according to the estimated schedule outlined below. In our experience with EAWs for other WWTP projects of similar size, it may take MPCA six (6) to eighteen (18) months or more to review and approve the air quality and cumulative impacts sections of the EAW.

Task	Task Description	Estimated Schedule for Completion
1	Identify Information Needs	Within two (2) weeks of receiving project description and design plans.
2	Calculate Potential and Projected Actual Emissions	Within three (3) weeks of receiving of receiving all of the information requested from Widseth.
3	Evaluate Air Permit Applicability	
4	Prepare a Technical Memorandum of the Assessment and MPCA Forms	Within two (2) weeks of completing Task 3.
5	Complete Air Dispersion Modeling	- Set-up initial modeling runs within four (4) weeks of completing Task 1 and Task 2. - Prepare draft modeling protocol within two (2) to four (4) weeks of receiving information from MPCA and demonstrating modeled compliance with NAAQS/MAAQS and MDH risk thresholds. - Prepare draft modeling report within three (3) weeks of receiving MPCA acceptance of the modeling protocol and nearby sources. - Stantec will address comments from Widseth on the draft submittals within one (1) to five (5) business days, depending on the extent of comments.

Reference: Air Quality Environmental Assessment Worksheet Assistance Proposal for North Zumbro Sanitary District Wastewater Treatment Plant

Task	Task Description	Estimated Schedule for Completion
6	Complete an AERA	- Complete the RASS for the project concurrently with Task 5, within 4 weeks of Task 2. - Prepare draft AERA protocol forms and figures within four (4) weeks of modeled compliance with MDH risk thresholds using the RASS and H₂S refinement. - Prepare draft AERA report and figures within three (3) weeks of receiving MPCA acceptance of the modeling protocol and RASS. - Stantec will address comments from Widseth on the draft submittals within one (1) to five (5) business days, depending on the extent of comments.
7	EAW Assistance	- Prepare draft EAW air quality and cumulative impact sections within two (2) weeks of completing Tasks 1 through 6. - Stantec will address comments from Widseth on the draft EAW within one (1) to five (5) business days, depending on the extent of comments. - Stantec will assist Widseth with responding to MPCA requests on a case-by-case basis depending on the specific request for assistance.

Project Team

Stantec has extensive experience conducting air analyses in support of WWTPs. The following individuals will be part of the North Zumbro WWTP project team to ensure you receive quality, efficient, and successful deliverables.

Mr. Luke Taylor will serve as project manager for the project. Luke has been in the environmental consulting industry since 1998 and has worked with MCES WWTPs and other wastewater treatment plants on a variety of air quality and environmental projects since that time for approximately 26 years. As a Senior Project Manager, he specializes in managing projects, which include air quality permitting, environmental review, environmental, health and safety compliance, human health risk assessments, technical negotiations for state and federal enforcement actions, auditing, and air dispersion modeling. Air permitting experience includes new facilities and modifications to existing facilities subject to Prevention of Significant Deterioration (PSD)/New Source Review (NSR), New Source Performance Standards (NSPS), major source National Emission Standards for Hazardous Air Pollutants (NESHAP) and area source NESHAPs.

Ms. Stephanie Kuphal will serve as senior strategy and QAQC lead for the project. Stephanie is a chemical engineer with more than 30 years of experience in air quality permitting and air dispersion modeling using AERMOD. Stephanie developed the approach of modeling multiple pollutants within a single dispersion modeling run for the MCES Metropolitan Wastewater Treatment Plant's Air Toxics Review. The approach is used by MPCA in their Air Emissions Risk Analysis spreadsheet. Stephanie also specializes in air

Reference: Air Quality Environmental Assessment Worksheet Assistance Proposal for North Zumbro Sanitary District Wastewater Treatment Plant

dispersion modeling to support human health risk assessments. Stephanie has recent air quality industry experience with surface coating, recreational vehicle manufacturing, taconite mining, solid waste landfills, municipal wastewater treatment plants, vegetable oil extraction plants, municipal waste incinerators, and the oil and gas industry. She has worked with air quality regulations including PSD, Title V, several different state programs, New Source Performance Standards, and National Emission Standards for Hazardous Air Pollutants.

Ms. Katie Swor will serve as the air dispersion modeling and AERA lead. Katie is an environmental engineer with 16 years of experience in environmental consulting, focusing on human health risk assessments and air permitting and compliance. Katie has led multiple HHRAs for a variety of sources and clients, including wastewater treatment plants, waste-to-energy facilities, industrial facilities, and hazardous waste incinerators. Katie has recent wastewater treatment plant experience with the MCES Metro Plant and the Otsego WWTP.

Ms. Sam Helal will serve as the air quality engineer. Sam has 5 years of experience in air quality permitting and air dispersion modeling using AERMOD. She has recently worked on successful projects for the MCES Metro Plant and the Otsego WWTP.

Estimated Cost

The estimated cost to complete Tasks 1 through 7 is summarized below. Stantec will invoice Widseth based on time and materials in accordance with the attached Professional Services Terms and Conditions. Costs are an estimate only, not a limit, and invoices will reflect the actual effort it takes to complete the scope of work proposed. Invoices will be generated monthly and sent electronically to your attention.

Task	Task Description	Estimated Cost
1	Identify Information Needs	\$3,000.00
2	Calculate Potential and Actual Emissions	\$5,900.00
3	Evaluate Air Permit Applicability	\$1,800.00
4	Prepare a Technical Memorandum of the Assessment and MPCA Forms	\$7,500.00
5	Complete Air Dispersion Modeling	\$37,300.00
6	Complete an AERA	\$27,700.00
7	EAW Assistance	\$12,600.00
TOTAL		\$95,800.00
<i>Additional modeling iterations, if needed (not included in total)</i>		<i>\$4000 - \$6000 per iteration **</i>

** Estimated range only; additional estimated scope of work and costs will be provided as needed.

The estimated costs assume:

- The facility design will not change after completion of Task 2 and subsequent tasks.
- An air emissions permit will not be required based on Stantec's recent experience with another Minnesota city's wastewater treatment plant project. If required, Stantec will provide a scope and estimated cost to prepare a permit application for the type of applicable air emissions permit.

Reference: Air Quality Environmental Assessment Worksheet Assistance Proposal for North Zumbro Sanitary District Wastewater Treatment Plant

- A site visit will not be necessary since the proposed WWTP will be new.
- The proposed WWTP will be new and a separate stationary source from existing WWTP operations being replaced.
- Applicable MPCA fees are assumed to be paid by the facility owner and are not included in our estimated costs.
- The MPCA's EAW and AERA guidance will not change after starting the scope of work.

To accept this proposal and the professional services terms and conditions attached to and made part of this proposal, please sign and date below and e-mail a copy back to me.

On behalf Stantec, thank you for the opportunity to partner with Widseth. If you have questions or need additional information regarding the information provided in this proposal, please do not hesitate to contact me at 763-479-4291 or luke.taylor@stantec.com.

Regards,

Stantec Consulting Services Inc.

Luke Taylor

Digitally signed by Luke Taylor
DN: C=US, E=luke.taylor@stantec.com,
O=Stantec Consulting Services Inc.,
CN=Luke Taylor
Date: 2024.06.06 11:07:57-05'00'

Luke Taylor, P.E. (MN)

Sr. Principal, Environmental Compliance & Permitting

Phone: 763 479-4291

luke.taylor@stantec.com



Katie Swor, P.E. (MN, KY, NC, MD)

Senior Associate, Environmental Engineer

Phone: 651 395-5227

katie.swor@stantec.com

Attachment:

2024 Fee Schedule

Professional Services Terms and Conditions

June 6, 2024

Dan McInnis, Ph.D., Environmental Scientist

Widseth Smith Nolting & Assoc., Inc.

Page 9 of 9

Reference: Air Quality Environmental Assessment Worksheet Assistance Proposal for North Zumbro Sanitary District Wastewater Treatment Plant

By signing this proposal, Widseth Smith Nolting & Assoc., Inc. authorizes Stantec to proceed with the services herein described and the Client acknowledges that it has read and agrees to be bound by the attached Professional Services Terms and Conditions.

This proposal is accepted and agreed on the 14 day of June, 2024.

Per: Widseth Smith Nolting & Assoc., Inc.

Craig Britton, PE, VP

Print Name & Title

Craig Britton

Signature

Digitally signed by Craig Britton
DN: C=US, E=craig.britton@widseth.com,
O=Widseth, OU=PE, CN=Craig Britton
Reason: I have reviewed this document
Date: 2024.06.14 15:07:21-05'00'



ATTACHMENT – STANDARD RATE TABLE

BC2277_2024-1

HOURLY RATES

Stantec Billing Level	2024 Hourly Rate*
3	\$109
4	\$123
5	\$133
6	\$138
7	\$146
8	\$152
9	\$163
10	\$169
11	\$181
12	\$187
13	\$196
14	\$205
15	\$231
16	\$263
17	\$272
18	\$278
19	\$287
20	\$299
21	\$311

*Rates subject to annual increase.

OTHER EXPENSES / MATERIALS

Stantec's standard mark-up on expenses is 10%. Unless prescribed differently within the proposal or other contract paperwork, this mark-up is used in all areas as indicated below:

- **Sub-Consultants**
- **Subcontracted Commodity Services**
e.g., analytical laboratory services, drilling contractors, etc.
- **Meals and Lodging**
May be billed at cost or daily per diem. If applicable, per diem rates will be those set by the U.S. General Services Administration (<https://www.gsa.gov>).
- **Vehicle and Equipment Rentals**
Not owned by Stantec.
- **External Equipment and Supplies.**
e.g., delivery charges, outside copying/reproduction, leased/rented field equipment, etc.

Company-owned equipment will be billed on unit rate basis (e.g., daily; weekly); the expense markup does not apply to these rates. For Stantec owned vehicle, a combination of daily vehicle or mileage rates are used depending on the type of work and/or contract. A separate Stantec Equipment Rate Schedule* is available upon request.



The following Terms and Conditions are attached to and form part of a proposal for services to be performed by Consultant and together, when the Client authorizes Consultant to proceed with the services, constitute the Agreement. Consultant means the Stantec entity issuing the Proposal.

DESCRIPTION OF WORK: Consultant shall render the services described in the Proposal (hereinafter called the "Services") to the Client.

TERMS AND CONDITIONS: No terms, conditions, understandings, or agreements purporting to modify or vary these Terms and Conditions shall be binding unless hereafter made in writing and signed by the Client and Consultant. In the event of any conflict between the Proposal and these Terms and Conditions, these Terms and Conditions shall take precedence. This Agreement supercedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

COMPENSATION: Payment is due to Consultant upon receipt of invoice. Failure to make any payment when due is a material breach of this Agreement and will entitle Consultant, at its option, to suspend or terminate this Agreement and the provision of the Services. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest. Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required. The Client will make payment by Electronic Funds Transfer when requested by Consultant.

NOTICES: Each party shall designate a representative who is authorized to act on behalf of that party. All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party.

TERMINATION: Either party may terminate the Agreement without cause upon thirty (30) days notice in writing. If either party breaches the Agreement and fails to remedy such breach within seven (7) days of notice to do so by the non-defaulting party, the non-defaulting party may immediately terminate the Agreement. Non-payment by the Client of Consultant's invoices within 30 days of Consultant rendering same is agreed to constitute a material breach and, upon written notice as prescribed above, the duties, obligations and responsibilities of Consultant are terminated. On termination by either party, the Client shall forthwith pay Consultant all fees and charges for the Services provided to the effective date of termination.

ENVIRONMENTAL: Except as specifically described in this Agreement, Consultant's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater. Consultant is entitled to rely upon information provided by the Client, its consultants, and third-party sources provided such third party is, in Consultant's opinion, a reasonable source for such information, relating to subterranean structures or utilities. The Client releases Consultant from any liability and agrees to defend, indemnify and hold Consultant harmless from any and all claims, damages, losses and/or expenses, direct and indirect, or consequential damages relating to subterranean structures or utilities which are not correctly identified in such information.

PROFESSIONAL RESPONSIBILITY: In performing the Services, Consultant will provide and exercise the standard of care, skill and diligence required by customarily accepted professional practices normally provided in the performance of the Services at the time and the location in which the Services were performed.

INDEMNITY: The Client releases Consultant from any liability and agrees to defend, indemnify and hold Consultant harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the Services, excepting liability arising from the sole negligence of Consultant.

LIMITATION OF LIABILITY: It is agreed that, to the fullest extent possible under the applicable law, the total amount of all claims the Client may have against Consultant under this Agreement, including but not limited to claims for negligence, negligent misrepresentation and/or breach of contract, shall be strictly limited to the lesser of professional fees paid to Consultant for the Services or \$50,000.00. No claim may be brought against Consultant more than two (2) years after the cause of action arose. As the Client's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against Consultant and not against any of Consultant's employees, officers or directors.

Consultant's liability with respect to any claims arising out of this Agreement shall be absolutely limited to direct damages arising out of the Services and Consultant shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the Client, including but not limited to claims for loss of use, loss of profits and/or loss of markets.

In no event shall Consultant's obligation to pay damages of any kind exceed its proportionate share of liability for causing such damages.

DOCUMENTS: All of the documents prepared by or on behalf of Consultant in connection with the Project are instruments of service for the execution of the Project. Consultant retains the property and copyright in these documents, whether the Project is executed or not. These documents may not be used for any other purpose without the prior written consent of Consultant. In the event Consultant's documents are subsequently reused or modified in any material respect without the prior consent of Consultant, the Client agrees to defend, hold harmless and indemnify Consultant from any claims advanced on account of said reuse or modification.

Any document produced by Consultant in relation to the Services is intended for the sole use of Client. The documents may not be relied upon by any other party without the express written consent of Consultant, which may be withheld at Consultant's discretion. Any such consent will provide no greater rights to the third party than those held by the Client under the contract and will only be authorized pursuant to the conditions of Consultant's standard form reliance letter.

Consultant cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). Client shall release, indemnify and hold Consultant, its officers, employees, Consultant's and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of Consultant, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without Consultant's written consent.

FIELD SERVICES: Consultant shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with work on the Project, and shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the Project. Consultant shall not be the prime contractor or similar under any occupational health and safety legislation.

GOVERNING LAW/COMPLIANCE WITH LAWS: The Agreement shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the Services are performed. Consultant shall observe and comply with all applicable laws, continue to provide equal employment opportunity to all qualified persons, and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

DISPUTE RESOLUTION: If requested in writing by either the Client or Consultant, the Client and Consultant shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. The Parties agree that any actions under this Agreement will be brought in the appropriate court in the jurisdiction of the Governing Law, or elsewhere by mutual agreement. Nothing herein however prevents Consultant from any exercising statutory lien rights or remedies in accordance with legislation where the project site is located.

ASSIGNMENT: The Client shall not, without the prior written consent of Consultant, assign the benefit or in any way transfer the obligations under these Terms and Conditions or any part hereof.

SEVERABILITY: If any term, condition or covenant of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the Agreement shall be binding on the Client and Consultant.

FORCE MAJEURE: Any default in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract, labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, disease, epidemic or pandemic, or any other cause beyond the reasonable control or contemplation of either party. Nothing herein relieves the Client of its obligation to pay Consultant for services rendered.

COVID-19: The parties acknowledge the ongoing COVID-19 pandemic and agree that the fee and schedule in the proposal is based on what is currently understood. Where conditions change, the parties may have further discussions to manage and mitigate the impact of this evolving situation on the Project.

CONTRA PROFERENTEM: The parties agree that in the event this Agreement is subject to interpretation or construction by a third party, such third party shall not construe this Agreement or any part of it against either party as the drafter of this Agreement.

BUSINESS PRACTICES: Each Party shall comply with all applicable laws, contractual requirements and mandatory or best practice guidance regarding improper or illegal payments, gifts, or gratuities, and will not pay, promise to pay or authorize the payment of any money or anything of value, directly or indirectly, to any person (whether a government official or private individual) or entity for the purpose or illegally or improperly inducing a decision or obtaining or retaining business in connection with this Agreement or the Services.

FLORIDA CONTRACTS: PURSUANT TO FLORIDA STATUTES CHAPTER 558.0035 AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE.



**ATTACHMENT B
SCOPE OF SERVICES**

**SUBCONSULTANT PROPOSAL
PHASE I ARCHAEOLOGICAL SURVEY
(STANTEC)**



Stantec Consulting Services Inc.
One Carlson Parkway North, Suite 100
Plymouth MN 55447-4440

February 22, 2024

Project/File: 2023-00977

Mike Pederson

Director of Environmental Services
610 Fillmore Street
Alexandria, MN 56308

Dear Mike Pederson,

Reference: North Zumbro Sanitation Project Proposal for Phase I Archaeological Survey

Stantec Consulting Services Inc. (Stantec) is providing Widseth with a budgetary estimate to assist with a Phase I archaeological survey for the North Zumbro Sanitation Project (Project). The Project would create a new regional sanitary district to serve the communities of Goodhue, Pine Island, Wanamingo, and Zumbrota. A new wastewater facility would be built near the City of Zumbrota. Lift stations and piping will be installed primarily on MnDOT and county road right-of-way.

Scope of Work

Task 1: Phase I Archaeological Survey

Stantec will complete a Phase I archaeological reconnaissance survey for the 208-acre Project area. This investigation will fulfill the Environmental Assessment Worksheet's (EAW) requirements, under MN Administrative Rule 4410.1500, to identify measures that will be taken to avoid, minimize, or mitigate adverse effects to historic properties by identifying and evaluating cultural resources prior to construction activities. The following proposal describes the scope of services, anticipated schedule, and assumptions.

Background Review

As part of the investigation, Stantec will complete a background research review on the Minnesota Office of the State Archaeologist (OSA) portal and perform an in-person records search at the Minnesota State Historic Preservation Office (MnSHPO) to provide information on previously identified archaeological resources and previously conducted investigations. The MnSHIP system, managed by the MnSHPO, will also be reviewed, which includes previously recorded historic properties. The background research will review a wide assortment of historic maps and other archival resources. The Project Area and 1-mile Study Area will be thoroughly researched using archival information to inform the resulting Phase I report.

Phase I Archaeological Reconnaissance Survey and Report

Stantec will complete a Phase I archaeological reconnaissance survey of the 208-acre Project Area. The survey will include photographic documentation of the current site condition, pedestrian walk over survey, and subsurface shovel testing. This investigation will fulfill the EAW's requirements to identify measures that will be taken to avoid, minimize, or mitigate adverse effects to historic properties.

Reference: North Zumbro Sanitation Project Proposal for Phase I Archaeological Survey

Goals of this survey include the following:

1. Identify archaeological resources within the Project area that are at least 45 years of age.
2. Document the horizontal and vertical extent of identified archaeological resources.
3. Provide preliminary recommendations regarding NRHP eligibility for identified archaeological sites in accordance with the criteria specified in 36 CFR 60.4.
4. Complete Minnesota SHPO archaeological site forms for identified sites.
5. Assess the Project's potential for effects and provide summary recommendations concerning the potential impacts on historic properties listed in, eligible for, or recommended eligible for the NRHP, pursuant to 36 CFR 800.5.

Stantec will prepare a draft Phase I archaeological reconnaissance report for the Project detailing the results of the archival research and the fieldwork. Should no archaeological resources be identified, the results of the investigation will be sent to the MnSHPO for review and comment with a recommendation of No Historic Properties Affected. The letter report will follow the general standards in the SHPO Manual for Archaeological Projects in Minnesota (2005), including a management summary; literature/document search; environmental setting description; research/field/laboratory methodology; GIS documentation parameters; the results of the investigation; and evaluation recommendations and identified Project impacts.

Two "alpha" sites are documented within the Project area. Alpha sites are archaeological sites that are known from archival documentation-only and have not been field verified. One unrecorded cemetery is mapped on a township basis within the Project area. The likelihood of encountering the remains of these sites is low. These sites include:

- The Howard and Haggard Mill (site 21GDt)
- Forrest Mill (site 21GDaa)
- Catholic Cemetery (ID 20716)

Should no archaeological resources eligible for listing on the NRHP be identified, Stantec assumes the MnSHPO office will agree with our recommendations and will provide their concurrence in a letter format to supplement the EAW. Archaeological sites identified during this investigation that cannot be formally determined as Not Eligible for the NRHP will require Phase II evaluative testing, which is not included in this scope.

Assumptions:

- Severe weather, winter conditions, access to the Project, and other unforeseeable circumstances will not delay or affect the amount of time required for the archaeological survey. Archaeological investigations are weather dependent. Survey cannot be conducted when the ground is saturated, frozen, or snow covered. Delays to fieldwork caused by severe weather, site access, or other unforeseeable circumstances are considered an extra service and will be provided, if necessary, under a separate scope and cost estimate.

Reference: North Zumbro Sanitation Project Proposal for Phase I Archaeological Survey

- Agricultural fields will be tilled and yield at least 25 percent ground surface visibility;
- Stantec will be provided land access to all of the Project area by Widseth. Widseth will also provide notifications to all landowners and mark private utilities prior to the archaeological survey.
- No more than one new archaeological site will be identified. If necessary, additional site delineation, recording, and artifact curation will be provided under a separate scope and cost estimate;
- No more than 20 acres will require shovel testing;
- No shovel testing will occur along road right-of-way;
- A Project Specific Phase I archaeological survey permit will be required from the OSA.
- Meetings or coordination with the SHPO, or other agencies, stakeholder groups, or Native American tribes, including in person meetings will be considered an extra service and will be provided if necessary, under a separate scope and cost estimate.

Schedule

Upon receipt of a signed proposal and notice to proceed, Stantec will begin background research, the survey permit application, and field preparations. Stantec will work with Widseth for land access and review weather forecasts to schedule fieldwork with the goal of completing fieldwork in the Spring of 2024. Stantec will notify Gopher State One Call a minimum of 3 business days prior to beginning fieldwork. Fieldwork is estimated to require up to 8 calendar days to complete.

Cost Estimate

Stantec, Inc. will provide the above scope of services for on a time and materials basis, not to exceed **\$60,425**. If the scope of the cultural work expands beyond the current understanding, additional fees may apply.

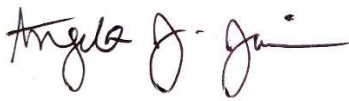
Task	Cost
Phase I Investigation	\$51,735
Phase I report	\$8,690
Total	\$60,425

Reference: North Zumbro Sanitation Project Proposal for Phase I Archaeological Survey

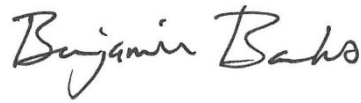
This will be reviewed and discussed with Widseth. Please contact us if you have any questions. If this proposal is acceptable, Stantec, Inc. a Professional Services Agreement (PSA) is attached for your authorization, or we welcome the opportunity to review your terms prior to executing an authorization to proceed. Thank you for the opportunity to support your project.

Sincerely,

STANTEC CONSULTING SERVICES INC.



Angela Julin
Senior Archaeologist
angela.julin@stantec.com



Benjamin Banks
Senior Archaeologist, Associate
benjamin.banks@stantec.com

Reference: North Zumbro Sanitation Project Proposal for Phase I Archaeological Survey

By signing this proposal, Widseth Smith Nolting & Associates, Inc Client Company Name authorizes Stantec to proceed with the services herein described and the Client acknowledges that it has read and agrees to be bound by the attached Professional Services Terms and Conditions.

This proposal is accepted and agreed on the 16th of April, 2024.
Day Month Year

Per: Widseth Smith Nolting & Associates, Inc
Client Company Name

Craig Britton, PE, VP
Print Name & Title


Signature